

Bid Bulletin No. 3
May 31, 2019

PUBLIC BIDDING NO. 19-124-5

**SUPPLY, DELIVERY, AND ASSEMBLY OF MASS PRODUCTION FOR
TECHNICAL-VOCATIONAL-LIVELIHOOD SPECIALIZATIONS FOR PUBLIC
SENIOR HIGH SCHOOLS**

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the **Pre-Bid Conference** held on **03 MAY 2019**, likewise, respond to bidders' written queries received within the prescriptive period for filing.

A. AMENDMENTS

REFERENCE	BASES FOR AMENDMENT									
SECTION III. BID DATA SHEET										
1. The summary of the bidding activities is as follows: <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">xxx</td> <td></td> </tr> <tr> <td>Last day of Issuance of Bid Bulletin</td> <td style="text-align: center;">May 28, 2019 May 31, 2019</td> </tr> <tr> <td>Deadline for Submission</td> <td style="text-align: center;">June 4, 2019; June 7, 2019 1:00 PM</td> </tr> <tr> <td>Opening of Bids</td> <td style="text-align: center;">Immediately after the Deadline of Submission of Bids</td> </tr> </table>	xxx		Last day of Issuance of Bid Bulletin	May 28, 2019 May 31, 2019	Deadline for Submission	June 4, 2019 ; June 7, 2019 1:00 PM	Opening of Bids	Immediately after the Deadline of Submission of Bids	To adjust the schedule of issuance of bid bulletin and deadline for submission of bid	
xxx										
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BDS CLAUSE 1.2 Page 41 BDS CLAUSE 2 Page 42 BDS CLAUSE 13.2 Page 45 <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">xxx</td> <td></td> <td></td> </tr> <tr> <td>Item 6: Cabinet Design 6 (Water Station Cabinet / Waiter Station / Cabinet)</td> <td style="text-align: center;">86,085,562.00</td> <td></td> </tr> <tr> <td>xxx</td> <td></td> <td></td> </tr> </table>	xxx			Item 6: Cabinet Design 6 (Water Station Cabinet / Waiter Station / Cabinet)	86,085,562.00		xxx			To clarify the item description.
xxx										
Item 6: Cabinet Design 6 (Water Station Cabinet / Waiter Station / Cabinet)	86,085,562.00									
xxx										

<p>BDS Clause 5.4 Page 43</p> <p>xxx</p> <p><u>Prospective bidder should have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a) (ii), Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot or lots bid for;</u> OR</p>	<p>To clarify that for purposes of the Single Largest Completed Contract requirement, bidder may opt to submit a single contract that is similar to the project that is equivalent to at least fifty percent (50%) of the ABC.</p>
<p>BDS Clause 5.4 Page 43</p> <p>The ABC for the project are is P 470,843, 967.00 as follows with the following budget per item:</p> <p>xxx</p>	<p>To clarify the ABC for the project and the allotted budget per item.</p>
<p>SECTION V. SPECIAL CONDITIONS FOR THE CONTRACT</p>	
<p>SCC CLAUSE 1.1(k) Page 7 xxx</p> <p>The Project Sites:</p> <p>Please refer to attached List of Recipient Schools for details "<u>revised Appendix 1</u>".</p> <p>xxx</p>	<p>To clarify the list of recipient schools and the number of packages for better understanding.</p>
<p>SCC CLAUSE 10.3 Page 72 xxx</p> <p>Schedule of Payment:</p> <p>For the initial progress payment, minimum of 25% of the Contract Price per lot shall be paid to the Supplier upon complete delivery to at least 25% of the recipient schools and duly accepted by school's representatives.</p> <p>Supplier may request for subsequent payment upon complete delivery of another 25% of the <u>contract price</u> recipient schools. Final payment shall be released after</p>	<p>To clarify the requirement for better understanding.</p>

<p>complete delivery and acceptance of all items by the remaining schools.</p> <p>xxx</p>																			
<p>SCC CLAUSE 10.3 Page 72 xxx</p> <p>The period for correction of defects in the warranty period starts is thirty (30) calendar days after acceptance <u>by the recipient schools.</u> xxx</p>	<p>To clarify the period for correction of defects.</p>																		
<p>SECTION VII. TECHNICAL SPECIFICATIONS</p>																			
<p>Page 78 xxx</p> <table border="1" data-bbox="188 869 935 1933"> <thead> <tr> <th data-bbox="188 869 477 1111">ITEM</th> <th data-bbox="477 869 703 1111">AGENCY'S SPECIFICATIONS</th> <th data-bbox="703 869 935 1111">BIDDER'S STATEMENT OF COMPLIANCE</th> </tr> </thead> <tbody> <tr> <td data-bbox="188 1111 477 1211">Item 1: Cabinet Design 1</td> <td data-bbox="477 1111 703 1933" rowspan="7"> <p>As shown in revised Appendix "5" of the bidding document</p> </td> <td data-bbox="703 1111 935 1211">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1211 477 1312">Item 2: Cabinet Design 2</td> <td data-bbox="703 1211 935 1312">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1312 477 1413">Item 3: Cabinet Design 3</td> <td data-bbox="703 1312 935 1413">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1413 477 1554">Item 4: Cabinet Design 4 (Filing Cabinet)</td> <td data-bbox="703 1413 935 1554">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1554 477 1742">Item 6: Cabinet Design 6 (Water Station Cabinet / Waiter Station / Cabinet)</td> <td data-bbox="703 1554 935 1742">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1742 477 1865">Item 7: Work Bench with Bench Vise on Four Corners</td> <td data-bbox="703 1742 935 1865">Brand and Model:</td> </tr> <tr> <td data-bbox="188 1865 477 1933">xxxx</td> <td data-bbox="703 1865 935 1933"></td> </tr> </tbody> </table>	ITEM	AGENCY'S SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE	Item 1: Cabinet Design 1	<p>As shown in revised Appendix "5" of the bidding document</p>	Brand and Model:	Item 2: Cabinet Design 2	Brand and Model:	Item 3: Cabinet Design 3	Brand and Model:	Item 4: Cabinet Design 4 (Filing Cabinet)	Brand and Model:	Item 6: Cabinet Design 6 (Water Station Cabinet / Waiter Station / Cabinet)	Brand and Model:	Item 7: Work Bench with Bench Vise on Four Corners	Brand and Model:	xxxx		<p>To amend the technical specifications of the requirement.</p>
ITEM	AGENCY'S SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE																	
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Item 7: Work Bench with Bench Vise on Four Corners		Brand and Model:																	
xxxx																			
<p>SECTION VIII. BIDDING FORMS</p>																			

Item/Description	Unit Price
xxx	
Item 6: Cabinet Design 6 (Water Station Cabinet <u>Waiter Station / Cabinet</u>)	
xxx	

To clarify the item description for better understanding.

B. CLARIFICATIONS

The Department of Budget and Management - Procurement Service, Bids and Awards Committee hereby clarifies prospective bidders' concerns and queries:

ITEM	CONCERN	REFERENCE	CLARIFICATION/ RESOLUTION
During Pre-bid Conference			
1.	A prospective bidder inquired if contract for metal fabrication can be considered for the requirement for the Single Largest Contract since their business is more of fabricating metal trailers of hand tractors with minor contracts for tables, etc.	<p>BDS Clause 5.4 Page 43</p> <p>xxx</p> <p>For this purpose, similar contracts shall refer to any:</p> <ul style="list-style-type: none"> ➢ Contract for Supply and Delivery of Metal Fabrication / Metal Cabinets. <p>xxx</p>	<p>As clarified by the end-user, it is considered for the Single Largest Contract requirement.</p>
2.	A prospective bidder proposed that percentage for the progress payment must be based on the complete delivery for each type of cabinet for consideration of production process.	<p>SCC Clause 10.3 Page 72</p> <p>xxx</p> <p>For the initial progress payment, minimum of 25% of the Contract Price shall be paid to the Supplier upon complete delivery to at least 25% of the recipient schools and duly accepted by school's representatives.</p>	<p>As clarified by the end-user, bidder must complete the delivery of package to the school to qualify for payment.</p>

		<p>Supplier may request for subsequent payment upon complete delivery of another 25% of the recipient schools. Final payment shall be released after complete delivery and acceptance of all items by the remaining schools.</p> <p>xxx</p>	
3.	<p>Clarification whether the initial progress payment refers to completion of 25% the contract or percentage of delivery to recipient schools.</p>	<p>SCC Clause 10.3 Page 72</p> <p>xxx</p> <p>For the initial progress payment, minimum of 25% of the Contract Price shall be paid to the Supplier upon complete delivery to at least 25% of the recipient schools and duly accepted by school’s representatives.</p> <p>Supplier may request for subsequent payment upon complete delivery of another 25% of the recipient schools. Final payment shall be released after complete delivery and acceptance of all items by the remaining schools.</p> <p>xxx</p>	<p>As clarified by the end-user, every payment is at least 25% of the contract price with complete package required by the contract delivered to the recipient schools. No payment for incomplete delivery to the recipient schools.</p>
4.	<p>A prospective bidder asked if every delivery would be subjected to inspection.</p>	<p>SCC Clause 1.1(k) Page 67</p> <p>xxx</p> <p>The pre-delivery inspection shall be conducted by joint PS-DepEd Technical Inspection and Acceptance Committee (TIAC) at the supplier’s warehouse.</p>	<p>To clarify that delivery to schools shall commence after the pre-delivery inspection.</p>

5.	<p>A prospective bidder inquired on which requirement shall prevail between the two:</p> <ol style="list-style-type: none"> 1. The period for correction of defects in the warranty period is thirty (30) calendar days after acceptance. 2. For defects arising from within the first-half of the warranty period, as applicable, Procuring Entity may opt to demand for recall and replacement of the defective items. 3. On the other hand, defects arising from the onset until the expiry of the warranty period, Procuring Entity may ask for repairs of the defective items. 	<p>SCC Clause 17.3 Page 74</p> <p>xxx</p> <p>The period for correction of defects in the warranty period is thirty (30) calendar days after acceptance.</p> <p><i>For defects arising from within the first-half of the warranty period, as applicable, Procuring Entity may opt to demand for recall and replacement of the defective items.</i></p> <p><i>On the other hand, defects arising from the onset until the expiry of the warranty period, Procuring Entity may ask for repairs of the defective items.</i></p>	<p>The following are the requirements during the warranty period:</p> <ol style="list-style-type: none"> 1. Upon receipt by the Supplier of the Procuring Entity's notice of any claims arising under this warranty, the Supplier shall immediately act upon to repair or replace the defective Goods or parts thereof. The period for correction of defects in the warranty period is within seven (7) calendar days from receipt of such notice.
6.	<p>A prospective bidder proposed a new design on the detachable shelf support. (Included in the letter forwarded to DepEd).</p>	<p>Section VII. Technical Specifications Appendix 5</p>	<p>The original design for the detachable shelf support is retained.</p>
7.	<p>A prospective bidder proposed a new design of the Bench Vise. (Included in the letter forwarded to DepEd).</p>	<p>Section VII. Technical Specifications Appendix 5</p>	<p>Please see attached Appendix "B" for the revised design.</p>

LETTER FROM CASTAN			
1	Bidder suggested to increase the size of the Table Top from 1.2 x 1.3 meters to 1.8 x 1.2 meters. The thickness of the MS steel to be reduced to 6mm and incorporate 2 additional stiffener of same size of angular bar also used for framing, of 1 ¼ inches x 1 ¼ inches x 3mm at the center of the table.	Section VII. Technical Specifications Appendix 5	<i>Please refer to above mentioned amendment.</i>
2	Bidder also suggested to change the original design of rounded hook to flat support with two hooks made of stainless steel metal sheet.	Section VII. Technical Specifications Appendix 5	<i>Original requirement shall be retained.</i>
LETTER FROM BEDAR LAW OFFICE (Counsel for 11 FTC Enterprises, Inc.)			
1	Under Clause 5.4, p. 43, please clarify that a bidder may either: submit one (1) similar contract, or Single Largest Completed Contract (SLCC), with an amount equivalent to no less that fifty percent (50%) of the Approved Budget for the Contract (ABC) or the ABCs; or submit at least two (2), i.e., 2 or more, similar contracts provided that the largest contract must carry an amount equivalent to no less that twenty-five percent (25%) of the approved Budget for the Contract ("ABC") or the ABCs, and provided further that the aggregate amount of all similar contracts submitted must carry an amount equivalent to no less than fifty percent (50%)	BDS Clause 5.4 Page 43 The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), the following requirements: a. Completed at least two (2) contracts similar contracts and the aggregate amount of which should be equivalent to at least 'fifty percent (50%)' of the ABC for this Project; and b. The largest of these similar contracts must be equivalent to equivalent to twenty-five percent (25%) of the said ABC. Xxx	<i>Please refer to above mentioned amendment.</i>

	<p>of the Approved Budget for the Contract ("ABC") or the ABCs.</p> <p>Bidder requested for clarification on the definition or description of what is considered to be similar project</p>	<p>For this purpose, similar contracts shall refer to any</p> <p>➤ Contract for Supply and Delivery of Metal Fabrication/ Metal Cabinets</p>	<p><i>Similar contract refer to any metal fabrication/ metal cabinets.</i></p>												
2	<p>Under Clause 12.1 (a) (i), par. D, Bid Data Sheet, p. 44, please clarify that the Valid and Current Tax Clearance Certificate required to be submitted must be the one issued by the Philippine Bureau of Internal Revenue and that it shall have no foreign equivalent, in the case of a participating foreign bidder or a participating foreign partner in a Joint Venture bidder.</p>	<p>BDS Clause 12.1(a)(i) Page 43-44</p> <p>xxx</p> <p>d. Valid and Current Tax Clearance</p> <p>xxx</p>	<p><i>For foreign bidders, or Filipino firms with JV with foreign bidders, each firm must submit a valid Tax Clearance Certificate issued by the Bureau of Internal Revenue; otherwise the bid shall be automatically rejected. There is no equivalent document for this requirement.</i></p>												
3	<p>Under Clause 13.2, pp. 44-45, it is provided that "The ABC are as follows:" [Emphasis and underscoring supplied.]</p> <p>Please clarify that there ARE seven (7) ABCs corresponding to the seven (7) items or sub-lots, as itemized in the aforementioned clause, and which 7 ABCs (Approved Budgets for the Contract) shall individually be the basis for the computation of the Single Largest Completed Contract ("SLCC").</p>	<p>BDS Clause 5.4 Page 43</p> <p>The ABC are as follows:</p> <table border="1" data-bbox="651 1451 1121 1998"> <thead> <tr> <th>Lot No.</th> <th>Qty</th> <th>Item/Description</th> <th>Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td rowspan="3">1</td> <td rowspan="3">1 lot</td> <td>SUPPLY, DELIVERY and ASSEMBLY OF MASS PRODUCTION FOR TECHNICAL-VOCATIONAL-LIVELIHOOD SPECIALIZATIONS FOR PUBLIC SENIOR HIGH SCHOOLS</td> <td></td> </tr> <tr> <td>Item 1: Cabinet Design 1</td> <td>60,685,584.00</td> </tr> <tr> <td>Item 2: Cabinet Design 2</td> <td>161,933,568.00</td> </tr> </tbody> </table>	Lot No.	Qty	Item/Description	Approved Budget for the Contract	1	1 lot	SUPPLY, DELIVERY and ASSEMBLY OF MASS PRODUCTION FOR TECHNICAL-VOCATIONAL-LIVELIHOOD SPECIALIZATIONS FOR PUBLIC SENIOR HIGH SCHOOLS		Item 1: Cabinet Design 1	60,685,584.00	Item 2: Cabinet Design 2	161,933,568.00	<p><i>To clarify that the ABC for the project is ₱ 470,843,967.00 which is consist of seven (7) items. The total offer must not exceed the ABC. Also, the offer for each item must not exceed with the allotted budget per item.</i></p> <p><i>The reference for the computation of the SLCC is the ABC for the project which is ₱ 470,843,967.00.</i></p>
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TOTAL		P 470,843,967.00																			
4	Under Clause 17.4, 1 st par., p. 74, please clarify that the period of correction of defects shall be within thirty (30) calendar days, reckoned from supplier's receipt of the notice of defect, coming from the recipient school, of the delivered goods.	<p>SCC Clause 17.4 Page 74</p> <p>The period for correction of defects in the warranty period is thirty (30) calendar days after acceptance.</p> <p>xxx</p>	<i>Please refer to abovementioned amendment and clarifications.</i>																		
5	Please clarify that the warranty period of 1 year shall apply only in the case of factory defects, and not on resulting defects caused mainly by wrong/improper usage, and/or wrong/improper operation, excepting normal wear and tear.	<p>SCC Clause 17.3 Page 74</p> <p>Warranty of one (1) year after acceptance by the End-user of the delivered Goods.</p>	<i>The warranty period of one (1) year shall apply to the following: a) in case of factory defects; and b) defects that arise during normal usage or operation.</i>																		
6	With regard to the bidding forms, with the headings: (A) "For Goods Offered From Abroad"; and (B) For Goods Offered From Within the Philippines, please clarify that only 1 of those 2 bidding forms shall be submitted as part of the Financial Component.	<p>SECTION VIII. BID FORMS Page 85-86</p> <p>For Goods Offered From Abroad</p> <p>xxx</p> <p>For Goods Offered From Within the Philippines</p>	<i>The bidding forms to be used and submitted depends on its purpose and origin of goods.</i>																		

	<p>To illustrate, if the goods intended to be offered shall be manufactured outside the country and shall be coming from abroad, only the bidding form (A) above shall be submitted and there shall be NO need to submit bidding form (B) above.</p> <p>IN contrast, if the goods intended to be offered shall be manufactured locally, only the bidding form (B) above shall be submitted and there shall be NO need to submit bidding form (A) above.</p>		
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All other portions of the Bidding Documents affected by these amendments shall be made to conform to the same.

Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Documents.

(Sgd)
WEBSTER M. LAUREÑANA
Chairperson, Bids and Awards Committee V